



Auction Agreement

Personal Property

This **AGREEMENT**, made and entered into this 18th day of January, 2019, between Bullseye Auction & Appraisal, 500 Pike Park Drive, Suite F, Lawrenceville, GA 30046 hereinafter referred to as the "**AUCTIONEER**" and Beautiful Brows, LLC, hereinafter referred to as "**SELLER**", represents the entire agreement for the sale of personal property at Auction, the terms and conditions of which are set forth below.

The **AUCTIONEER** agrees to keep accurate records of the Auction and to furnish the **SELLER** such records upon settlement of the funds which will take place within seven (7) business days following the Auction, and at such time the **AUCTIONEER** will deduct all fees and expenses due as agreed herein.

The **SELLER** agrees to turn over to the **AUCTIONEER** all items to be sold at Public Auction, the item(s) indicated below and/or any attached documents, and that all items will be sold to the highest bidder. Any items remaining unsold following the Auction for any reason will be released to the **SELLER**. **SELLER** agrees that the **AUCTIONEER** shall be held harmless for any monies attributed to such unsold and/or remaining items.

Listing or Description:

Designated Personal Property Assets Located at 5002 North Royal Drive, Suite M, Tucker, GA 30084
(Seller Approved Detailed List to be Attached Prior to Auction Bid Deadline)

SELLER hereby guarantees good title as the true and lawful owner and/or lien-holder of the Personal Property listed herein and guarantees that **SELLER** has the right to sell all items included in the Auction. **SELLER** further agrees, however, that any liens, encumbrances or claims against the proceeds of the Auction shall be the sole responsibility of the **SELLER**, and that the **AUCTIONEER** shall be held harmless in any action, civil or criminal, deriving from the sale of the items specified by this **AGREEMENT**.

The Auction will be conducted in an online only bidding format on a mutually agreeable date. A public inspection will be held at 5002 North Royal Drive, Suite M, Tucker, GA 30084. In the event of Postponement for any reason, the Auction will be rescheduled at a time mutually agreed upon by the parties to this **AGREEMENT**. If postponement is due to actions by and/or decisions of the **SELLER**, any expenses incurred by the **AUCTIONEER** to that date will be paid by the **SELLER**.

SELLER agrees to pay fees in an amount not to exceed Five Hundred Dollars and 00/100 (\$500.00) for marketing of the Auction. **SELLER** will pay a commission of ten percent (10%) of the auction proceeds to **AUCTIONEER** for liquidation of listed goods, not to include vehicles. A Buyer's Premium of ten percent (10%) will be charged to purchasers on the day of sale. All earned commissions will be paid to **AUCTIONEER** and deducted from auction proceeds prior to settlement to **SELLER**.

AUCTIONEER further agrees to inventory all items to be sold, and to furnish a complete list of items sold to the **SELLER** at closing.

IN WITNESS WHEREOF we have set our hands and seal the date shown below, and I the **SELLER(S)**, agree I have read and/or the contract has been explained to me.

SELLER:

AUCTIONEER:

Scott Schwartz

1/18/2019

Bullseye Auction & Appraisal, LLC
Scott Schwartz

Saleem Delawalla
Beautiful Brows, LLC

Date: _____

Date: _____